dest two years since, by Dr. Owen Reess, of Gay', Replied, in London. Since that time, it has been exmarticle, Dr. Commins, of Wheeling, Va., to remark at "It is now established as the best remedy in that gesse." A record of cases is here given, showing an graordinary efficacy in this article as a remedial agent. ont : Blanchard & Les : New York : C. S. Francis

"THE INDUSTRIAL RESOURCES OF ME SOUTHERN AND WESTERN STATES," by J. D. DE Bow. The slm of this work to to furnish a complete dew of the industry, resources, and wealth of the South, and full statistics of the West, and at the smetime not to overlook important topics relating the wealth and resources of the North, of the Union d South and British America, of Mexico, and the West ladies It is derived from materials collected in pecourse of editorial labors in conducting the wallnown commercial journal which bears the name of he author. As a permanent book of reference, on the sommerce, agriculture, manufactures, and internal aprovements of the South, it will fill a place that is at occupied by any other publication. (8ro. 3 vols. sold at No. 79 John-st.)

THE HISTORY OF ALL NATIONS," y S. G. Goodaich. (4to. pp 1,207. Auburn: Derby Miller, Sold by Agents.) This compliation of univeri history by the celebrated author of "Peter Parley percented with good judgment and great thorough neer, forming one of those invaluable works of general reference, the possession of which by a family often camps the character of its members for the love of powiedge and accurate information. With a volume he this of convenient access, no person could fall to squire that familiar comprehension of the world's his bry, which is essential to an intelligent view of the presat condition of society, and the leading events of the sy. As a manual for the use of all classes of readers, skrow of no publication by which it is surpassed, and as slacerely recommend it to the American public as enthy of universal patronage.

THE METHODIST QUARTERLY REmw." for Oct. (Carlton & Philips) The present umber of this excellent Quarterly is more exclusively cological in its character than usual. "Hannah More ed "Pro!sssor Caldwell" are the subjects of the two gost popular articles, and an appreciative but discrimtiting review is given of the writings of Jacob Abbott. Reeditor's literary notices and collections bear the un-nistakeable marks of his varied scholarship and cultinted taste.

WHIMS AND ODDITIES," by THOMas Hood forms a recent lesue of Putnam's Semi-Monthly Intery. The lower of Hood's unrivaled humor will ind this a welcomesticction.—Miss Senowick's "New-ENGLAND TALE" is issued by the same publisher. The volume also contains several of the most pleasing missellance of the distinguished authoress.

ROMANCE OF AMERICAN HISTOry, by Joseph Hanvand. (12mo., pp. 306. Boston: bor's Series of American Histories. It treats of the arly events connected with the French Settlement at fort Carolins-the Spanish Colony at St. Augustineand the English Plantation at Jamestown.

" NEW RHETORICAL READER," by William H. Gilden. (12mo., pp. 336, J. C. Riker.) A selection of pieces for practice in elecution, judicious y made from appropriate sources.

IF "CHAMBERS' POCKET MISCELLAw."-We have received from Stringer & Townsend ive additional volumes of this excellent popular misceller, published by Gould & Lincoln.

THE ISRAEL OF THE ALPS," a theory of the persecutions of the Waldanson, translated from the French of ALEXIS MUSTON, is sold in an elecant illustrated London edition by Bangs, Brothers & Co

Nuts from Knickerbocker.

The October number of "The Knickerbocker," just issued by S. Hueston, is rich and sellow as the month from which it dates. We either a few of its ripe nuts.

ther a law of its ripe nuts.

THE HAY HARVEST.

Corn-husiding is a merry testival, but the harvesting of the hay arouses all the spivan sympathies, and puts me in a pleasant mood. There is a rich broad mead before my door, and its distant edges undulate to shadowy ever, over which the mountain with its waving woods casts a deep shadow. Now it is shorn as neat and trin with behard of any populsay. In the burning mountide from day to day I watched the measured motion of the respers' arms, the bends and sprays of the clover and hill grasses as they fell in regular ranks before the whotles cythes, and then the togething it on bright times, and traing it to be curred by the sun and air. This is clean wert, suited alike for partiarche or boys, and truly to be envised in a cloudy day, or when the sun sinks low. Then have I marked the transfer of the conic heaps into the arms of the lofty man upon the lossed cart, the animated diloque and withy rej-faders between the workers on the ground and him in air, as he packs down the fragrant masses beneath his feet, and tno pleasant pligtimage from heap to heap. There is a strength and grander in the patient ox, exciting admiration and almost love, besides a well-considered keeping betwist himself and estipase. How do his great utility and the cumbrous, bulky masses which he has to draw; his elephanise movement and clumey grace: the pisin but outpress borns surmounting his expansive forchead, and his big liquid eye, accord with the unwieldly cart, with the burdensome yeaks which hows his thick neck and spinal column to the ground, and with the leng good which draws forth a hullow sound as it is brought down with remorraless violence upon the frontal bones! And hen his vocabulary, which he inderstands so well, composed of a few roots of Hebrale simplicity: 'Haw! Busk! Gee haw! Come around! I tell yer to haw, now!

SUMMER FRUITS AND WINTER APPLES.

TWENTY-FOURTH OF AUGUST — To-day, at a beautiful sat on the Hudson, I saw a therry tree in full bearing. The fruit was as larve as the morelio, and as agreeable the palate as the English ox beart. I plucked and at few, drawing a comparison very unfavorable to plums, which are now lucedous and abundant, and vary in size tom a pigeon's egg to a pear. Of peaches we mourn is almost total loss. The fruitiess limbs bring back is memory of many an eager and a sipping at in the leak mouths which killed the bude. The watering touths now long for the red cheeks and semewhat (to b) indifferent pulp of the Moliceton. Where are Elbrado, Lemou-Citing, and Lumper Gold, which whiltom ade the eyes to dance with Joy? Oh! how previous to the fruitage? how inestimable the Hessure on the being, breaking limbs! Nevertheless, of malons, tak or water, there is no lack. How does the one, epineapple, almost excertate the painter and how as the blood-red pulp of the other, so beautifully varieted with its black and chocolate colored seeds, (cut how you will,) awaken anticipation for the parched of feverish tongue! It is a guebing fruit, and when a cooling charks are let he most the marching which SUMMER FRUITS AND WINTER APPLES. seed with its black and chocolate-colored seeds, duit how you with, a waken anticipation for the parched dieverish tongue! It is a gusbing fruit, and when a cooling chunks are in the mouth, the mercury which a the volts goes down to temperate heat. You do a press it gently beneath the palate, and that apparity solid superfaces which painters love to imitate all vanished. It was but a mass of succulent and leate value and fibres diled with juice. This they will be a good "apple year," and truly I am glad of for there is no fruit of which the loss is more serely felt. The taste never three. All people are fond a good apple. It is an interesting fruit from the very rt. How enchanting is the orchard in the delicious son of early spring, when it is in full bloom: How meant at later period to see the clean barrels stand seath the trees all ready to receive the crisp and aching Newtown Pippin, the Rhode island Greening, that us the grass, the Russet, the Pearmain, the sty Apple, which is so dear, and whose modest cheeks at as if at the frequent praises of its delicacy and colleges. The apple is the companion of the winter tong, associated with a cheerful room, a bright fire, pleasant tale, Scott's novels, or the Arabian Nights. Thank it is nearly bedtime. Your year grow dim as re fatigued with study, with cheek, with checkers, the books; you sigh, you yawn, you stretch your as showe your head. All of a sudden a hance thought. books; you sigh, you yawn, you stretch your shore your head. All of a sudden a happy thought a you. Barng in you Arries! It is like magic. Booklights go up, and the scene brightens.

For my part, I am weary of city life, and sigh for est first Mother. I see the waving of trees, but they are first Mother. I see the waving of trees, but they are rooted in a church-yard, or grow between flag-tass. I hear the notes of singling birds, but they are state. I hear the notes of singling birds, but they are state ranning up and down leaden pipes, and through onte and filters: I want to see it rise like a Naied, hipping from the well. I am haunted of "stoops," and size a scrit of green-sickness for porches clambered re with greenery: I wish for other flowers than artifial; and desire to look upon rain, not as an incomplished, but as a blessing to the crops: HOME SICK FOR THE COUNTRY.

'I'd kind o' like to have a cot
Fixed on some sunny slope: a spot
Fixe acres, more or less,
With maples, cedars, cherry trees,
And poplars whitening in the breeze "T would suit my taste, I guess. To have the porch with riggs o'erhung. With bells of pendent woodbine swung, In every bell a bee; And 'cound my latticed window apread A clump of roses, white and red.

'To solate mine and me,
I kind o' think I should desire
To hear around the lawn a choir
Of wood birds singing awest;
And in a deil I'd have a brook,
Where I might alt and read my book.

Such should be my retrest, Far from the City's crowds and noise; There would I rear the girls and boys, (I have some two or three,)
And if kind Heaven should bless my store
With five or six or seven more,
How happy I would be! SHANGHAI HENS.

Your correspondent has at last got his Shanghal hen! I wish him joy of it. He should have seen the bruies, as I have, in the unmitigated unganiliness of early youth; stalking about the barn-yard on stilts, gazing stupidly around from that bad eminence; blown over by every sudden blast of wine, or coming down heelsover-head on a kernel of corn. My Shanghals began tife with an inordinate pair of drum-stricks, and have been running to legs ever since. They remind me of nothing hus the cettrich, which I saw long, long go, whin my little brother, who in his excitement fed the creature on pennics, and burst into tears when, as the last copper was guiped down, the sense of utter bank-ropley broke upon him. Their crow is not the honest Saxon crow, expressive of day break, love, war, and animal spirits, but a horrid gutural ejaculation, between a Chinese sentence, as described by missionaries, and a badly blown dinner horn. They more likes a man whose legs are asleep; in fact, their whole carriage is such that I wonder the country lowfs, stumbling along the road to church, do not recognize their own galt in that of the wretched fowls, and teel 'the deep damnation of the taking off!' My game-cock has gone mad on the subject. Reared by that noble Earl of Darby, who lately forsook breeding race-horses and fighting-chlokeas to assume the reins of government, this bird, whose family is as old as the earldom, cannot bear the sight of a great commoner like a Saanghal. Every one of their actions, however innocent, he considers personal. He climbs their aides holding by one feather, like a midshipman boarding a 'liner.' He cannot take his own meals, for fear that they will get a morsel. He follows them all day like a shadow, which, at this rate, he will soon become. One question presses upon me: will the Shanghals ever stop growing, or shall I wake some morning day like a shadow, which, at this rate, he will soon become. One question presses upon me: will the Shanghals ever stop growing, or shall I wake some morning to find the barn yard in their possession, several farmhands in helr crope, and a deputation of domestic punitry waiting at the door of the house to pick up the family as they come out, and breakfast on their beacfactors? Let your correspondent consider this while his lowis are yet in the corn crib. Geofrey Crayon, learned in henoralt, told us the other day at Sunnyside that his opinion of the Shanghal was not at all in favor of that bird over the better class of his American 'contemporaries.'

A CONUNDRUM.

A CONUNDRUM.

On the evening of September the thirteenth, at eight o'clock, at 'the Club,' the fellowing came from 'Richard Haywarde,' without the slightest effort, as far as could be observed by those present: 'What is the difference between the North Pole and a common soldier' Several auditors 'threw themselves upon the subject,' without avail; 'when thus then' Haywarde, in explication: 'Cause the one controls the magnet, and the other the begins!' There was silence.

CITY ITEMS.

RANGE OF THE THERMOMETER AT 

AMUSEMENTS, &C., THIS DAY AND EVENING.
Nible's Garden—Forty and Fifty; King Henry IV.; The Millers,
Burton's Theater—A Wreck Ashore; Robert Macaire.
Broadway Theater—Twints; Diuble-Bedide Room.
Wallack's Theater—Two Can Fiso at That Game; Mephintophel
Barrom's Wassum—Orphan's Dream; The M. P.; Limente Ro
Wood's Minstrels, No. 444 Broadway—Concert every evening.
Minerva Rooms, No. 408 Broadway—Concert every evening.
Minerva Rooms, No. 408 Broadway—Concert every evening.
Society Library, Broadway—The Brysa Gallery of Paintags.

THE WEATHER .- About 1 o'clock yes terday afternoon, a sudden and violent storm came up, the wind blowing fresh from the south-west, and the rain coming down in torrents, accompanied by vivid gave place to a warm, muggy afternoon and evening.

Madame Sontag's Sixth Concert, last

evening, was graced by the most crowded and brilliant andlence seen in Metropolitan Hall since the night of the Jenny Lind furers. Four thousand persons filled every seat and thronged every passage-way with a dense mass of eager listeners. The lovely Countess, dressed in pink barege, with roses and a necklace of diamonds, moved with all her grace before the appl auding multitude, and sang with all her perfection. The novelty of the occasion was Deh non tardar, from Mozart's opera of [Figaro's Wedding. Madame Soniag gave it in German words, (we have more frequently heard it in Italian, in which language Jenny Lind used to sing it,) with purity and simplicity of style, and with all the ele-vation and tenderness of sentiment which belong to that exquisite music. But of all that we have heard from this accomplished and perfect artist, nothing gives a more sincere pleasure than the duet from Rossini's Barber, which Madame Sentag and Badiali repeated last evening for the second or third time since the besinning of her Concerts. Whether as acting or singing nothing can be more admirable. The favorite Polka variations were encored last evening, and the Orchestra had the bopor of an encore for the Coronation March from the Prophet. Jaell and Julien maintain their hold on the public favor. On Monday Madame Sentag will give still another Concert.

THE BOSTON ARTILLERY .- At 12 o'clock yesterday, the Boston Artillery, Capt. Evans, were reselved by His Honor, Mayor Kingsland, in front of the City-Hall, where this admirably drilled company performed their evolutions in a manner highly creditable to them and satisfactory to the large concourse of persons that wit-nessed their reception. It was remarked by many that few if any companies out of the regulars were better drilled. At 11 and just as the shower of wind and rain came on, they were escorted into the Governor's Room of the City Hall. After resting for half an hour in the Governor's Room, the company fermed into line and marched down to the Tea Room, and surrounded the Mayor, who welcomed the Boston company in fitting re-"With such officers and such men," said the Mayor, " Boston need not be in fear." This was appropriately responded to by the captain of the company. He said they were citizen soldiers of Boston, who ever stood ready for public service, and when occasion required, they would obey the call as would your own (New-York) good citizen soldiers. Gen. Hall, who was present, expressed his regret that proper arrangements had not been completed for their reception by the New York military, as is customary, and as would have been pleasing to the New Yorkers. Owing to the absence from the City of one by whom arrangements were to hare been made, and some misconceptions, the prepara rations, it was to be regretted, had not been completed. Atonement for the secident is, however, being made by the attention bestowed since the arrival of the com

(At this stage of proceedings Ald, Smith gave the word to " load and fire as they did outside," and immediately about two and a balf dozen champaign corks popped. Gen. E. V. R. Wright, of Jersey City, was then called upon for a speech, which he proceeded to deliver.

STRANGERS .- At the METROPOLITAN, Capt. Lowber, of the " Ericsson;" Capt. Yeston, of the Lady EFranklin :" Capt. Davis, of the "Union;" Capt. David Wood, Massachusetts; Jas. E. West, Have. Dr. Calhoun, Florida; Judge Wilson, Chicago; H. Adams, Washington ; J. N. Carpenter, Virgicis ; W. C. Arman, California, &c.

At the laving, Dr. Oliphant, St. Louis : J M. Arthur, Ottawa; Dr. McClenshan, U. S. Navy; Sam. Baker, San Francisco; A. J. Stevens, Va; Volney E Howard, Texas; Dr. Wheelwright, Navy; Dr. B. Wheeler, Pittefield; W. B. Randall, Cortland; J. Knox Walker, Washington; Oliver Phelps, Washington; James Dewar, Lendon; Wm. M. Glendy, Navy, &c.

At the Asron, J. F. Bullitt, Louisville; Jas. S. Pike, Naine; B. F. Foster, London; Jas. Evers, Newfoundland : H. Saunders, Washington ; Mr. Rathbone, Albany; J. G. Forbes, Syracuse; A. Boedy, Monroe Co.: F. Suilivan, Baltimore; S S. Jennings, Mobile; Henry Fitzbugh, Oswego; J. G. Camp, Sandusky, &c., &c.

Correction .- We are desired to correet the statement that Madame Sontag will hereafter give operatic performances at Niblo's. She has entered into no negotiations with Mr. Nible for the purpose, and has no intention of so doing nor of engaging Mad, ame Pico to sing the contraito parts. It is possible and even probable that Madame Sontag will give operatio performances before leaving the country, though no immediately, but no arrangements for the purpose have been concluded, and if any are male, we are assured chase if thee on heavetelquee saom ed he ad I'w gedt

We call the attention of the public to the edwertirement of the Cattle Show of the Amercan institute, to be held in the City of New York, at

Madison square, on the 20th, 21st and 2nd of October inst. The promiums are liberal They have been raised from 25 to 33% per cent, higher than they were the last year. We are assured that the Castle Show promises to be more extensive, and of a higher character than it has been at any previous exhibition. The Board of Agriculture is composed of active and intelli-gent gentlemen, while they devote their time to this object gratuitously. They are attentive to their duties, and have made arrangements to accommodate visitors-

THE FAIR .- The Fair at Castle Garden improves every day in attraction. The competition for the premium offered by Mr. Ray has forought forth a display of ingenuity of the most interesting character, from which will undoubtedly flow greater protection and comfort to railroad travelers. We understand the Company of Artiflery from Boston, under the command of Capt T. H Evans, drilling as Infantry, will visit the Garden to-day at 11 A M., accompanied by Col. Coudia, commanding the Regiment.

BROADWAY ROAD .- Some of the opponents of the proposed railroad in Broadway held a meeting last night at the Metropolitan to further their plans of opposition. The Special Committee of the Board of Aldermen will meet at the Aldermen's Chamber to-day at 11 A. M to hear applicants and remon-

THE OPERA .- Books for subscription to the stock of the "New York Academy of Music" are open at No. 48 William st. The object is the permanent establishment of the Opera in New York. The books will remain open until the lat of November.

THE HENRY CLAY MEDAL .- A meeting was held last night at the Metropolitan in reference to the reported discovery of the Medral, but we believe nothing of importance resulted.

A. Boody, Esq., of Rochester, Whig nominee for Congress from Monroe Co., is stopping at the Astor House. He will undoubtedly be elected by a triumphant majority.

ment in relation to Barrow's Rotary Steam Engine, which appears to our columns this morning. PANORAMA.-The Panorama of Gen.

We call attention to the advertise-

Scott's Compaign in Mexico, is one of the present at-PRIZE LITERATURE .- Among the rarlties in this morning's Tribune is a prize poem on the Hat, the crowning effort of some aspiring muse.

LEFT Over .- Many items of local news are omitted this moraing for want of room.

FIRES .- A fire was discovered on Thursday night in the store, No. 100 Bowery, occorded by Goddick & Laeger as a clothing establishment. The flames were speedily extinguished without any starm being given. A bundle of wadeling lying under the counter was discovered by Mr. Goedick in a blaze, but from what cause could not be as-

About 7 o'clock yesterday morning, a fire broke out in the stables of Messrs. Kelly and Mclivary, Nos. Seventy and Seventy two East Twenty-fourth st. The fire men were early on the ground after the aism was given, and moneyeded in conducting the flames to the hay loft, where the fire originated. The fire occurred from some sparks from the chimney of an adjoining dwelling, which fell among the lay, the scuttle door being left open. Loss about \$2,000. Captain Whigam with a police force, were on hand.

RESCURD FROM DROWNING .- A man named John Barrett, while in a state of intexication, on Thursday night, fell into the dock at Feck slip, and would have been downed, but for the exertions of the gate keep-er, who rescued him. He was taken to the Fourth Ward Police Station by Officer Knowles, who found in his pockets the sum of \$151 in gold coin.

FOUND DROWNED .- The body of an un. known man, about 39 years of age, apparently a sailer, was found yesterday, in Pock-slip. The deceased was dressed in a monkey jacket of coarse brown cloth, and pants of the same material. An inquest was held upon the body. Verdict: "Death from drowning, under circumstances unknown."

ACCIDENT BY FALLING .- A man named James Duffy vesterday fell off a high embankment into a deep gelly in Third-av near Seveny-fifth st. and had one of his hips broken. He was found sometime afterward in the gully and taken to the Bellevue Hospital

ROBBERY BY A CLERK .- Arrest for Re-ROBBERY BY A CLERK.—Arrest for Receiving Stolen Goods.—Two men, samed E. S. Mitchell and
George Foot—the former a barkeeper recently employed at
the Waverley tiotel, corner of Broadway and Fourth-st.;
the latter serving to a similar capacity at the Albion House,
corner of Ninth-st. and Broadway—charged with raving received about \$1,000 worth of watches and lewelry, which
had been stolen from the store of Mesers Tridany, Young &
Eills, corner of Sroadway and Chambers st. It appears that
about four weeks since the above firm took into their emply
son of a widowed mether, who resides in the upper part of
the City. The two accused were acquainted with this lad,
and, after one or two interviews with him induced him to
swerve for in the path of honesty, in which he had been
teared, and to rob his aemployers. He accordingly the City. The two accused were acquainted with this tax, and, after one or two interviews with him induced him to swerve form the path of honesty, in which he had been reared, and to rob his employers. He accordingly, from time to time, carried away various articles from the store, and delivered them to the accused. Two or three days since, the tim missed a portion of the atoles property, and, suspecting the lad of having atolen it, they placed the metter in the hands of Officers R. W. Bruyer and Devoe, of the Chief's Office, for the purpose of accertaining the whereabouts of the property. As interview was had with the lad, and he stated to the officers the substance of the above narration.—They then set to work to arrest the accused, and after considerable memouvering cought foot whis in a stare at Fulton Ferry. Mitchell was found in his bed at the Waverley Hotel and, sithough quite a young man, when arrested he betwayed not the least emotion, and treated the matter with as much indifference as any old veteran in crime would have done. Both were taken to the office of the Chief of Folios and locked up. By shrewd management on the part of the officers, the while of the property was recovered at different places where it had been disposed of by the accused.

THE LATE SUPPOSED MURDER IN GREENWICH ST - Conclusion of the Investigation. - The investigation, which has been pending since Wednesday last vestigation, which has been pending since Wednesday last, before the Coroner, relative of the circumstances which to the death of David McMahon, who was found on Sanday night in Timpot-alley, near Greenwichest, with his satisfunction was recursed in the marrier but who were subsequently disablarged for want of evidence implicating them were awon and examined this morning, but failed to throw any light upon the matter. Other witnesses were also sworn, but their testimony failed to unravel the mystery. The case, after being summed up by Coroner Ivva was given to the Jury, who som after rendered the following verifict, viz. "That the said bayid McMahon came to bis death from violence committed by some person or persons to the Jury unknown."

CHARGE OF FALSE PRETENSES .- A COM-CHARGE OF FALSE FRETENSES.—A Colli-plainant was yesterday preferred before Justice Osborns, by Charles Seubert, cirar dealer at No. 221 Church-st, against a man named Freeman, whom he sharges with laving, by false representations, obtained from him 800 weth of ci-gars. It is alleged that the aveused called at the store and asked for some samples of cigars; they were banded to him and he went out, but soon returned and stated that he had sold 80 worth. That amount in cigars was then given to him, and he went off with the understanding that he would shortly return with the money. He, however, falled to do so. The matter will be investigated.

Suspicion of Burglary .- Two men. SUSPICION OF BURGLARY.—Two meets are mented has Ryan and John Kennedy, were yesterday arrested by Officer Burden, of the Eigsteenta Ward, as being suspicious saaracters. On searching them a porte moussie and a bey which had been stolen from the ewelling of Mr. Richard Warren, No. 9 Clinton-place which was entered a few nights since, and robbed of the articles shows named, and a small amount of jewelry were found. The accused were then taken before Justice Super, and committed to swell examination on a charge of having committed the burglary.

CHARGE OF GRAND LARCENY .- A young man samed Charles Keen was yesterday arrested, charged with having, on the 15th of June last, stolen \$122 in back bills, the property of Louisa Servatina, residing at No. 22 Duame-at. The complaint alleges that the accused received the bank bills from her, to ascertain whether or not they were good, but instead of returning them, appropriated them to his own use. He was held by Justice Wood for avaning them.

ANOTHER GRAND LARCENY .- A WOMEN named Eliza Smith was yesterday arrested, charged with stealing \$406, the property of Julien Legel, residing at the Franklin House, No. 2 State at. The money is alleged to have been stelen while the parties were in each other scan-pany. No portion of it was found in possession of the ac-cused. She was, however, held by Justice Wood to await avanimatics.

RICH SHAWLS AND SILKS.—The continued demand for these rich Shawls, Silks and other Dress Goods, at Gottomann Hall, No 20 Grand st., daring the peat week, might naturally cause great apprehension in the misses of some who have not supplied their wants but we can assure them the supply it equal to the demand. Rich Shawls, Silks, Merinosa, Cashmeres, Paramattas, Sinkin de Laines, Ac., of the newest Fall styles, are still offered at such upprecedented low prices as to create the greatest, women in the mind of the purchaser.

[Advertisement.]

Washington, Jefferson and Center
Markets were cleared of Rate by Costan's never-falling
Rat. Mosse, Roach, Ant, &c., Exterminator. They do not
dis in their holes. Remember it is Costan's Exterminator.
Wholesis and Recalt. Dance No. 448 Breakers, New-York.

Dr. SMITR'S MAGIC SALVE .- The wonder of the age: the blessing of New York. Come with you cancers, scrifula &c. Come and be sured, or pay nothing Price 25 cts. per bix. No 200 Breat was

LAW INTELLIGENCE.

COMMON PLEAS. This Day-Part !-COMMON PLEAS. — Trus Day — Part !—
Nes 315, 321, 331, 337, 331, 367, 369, 371, 375, 377, 379, 333,
335, 339, 391, 383, 395, 337, 293, 401 Part !—Nia 351 330,
439, 462, 4621, 44, 436, 494, 419, 412, 414, 415, 418, 420,
422, 424, 426, 428, 420, 432

SUPERIOR COURT — Monday — Nos 62, 86, 44, 131, 135, 159,
150, 152, 133, 154, 155, 166, 187, 189, 180, 191, 193, 194, 195,
291, 294, 295, 297, 213, 215, 216, 217, 219, 220, 38, 48,
77, 42, 225, 247, 248, 252, 237, 229, 230, 214,
255, 256, 257, 239, 342, 243, 244, 245, 246, 247, 248, 249, 239

CORRECTION .- In the trial of Ferguson. Fitzgiles and Lynch, at the United States Court, published yesterday morning, the Jury found them not guilty instead of suity.

1. S. DISTRICT COURT-Before Judge Berre.

None of the criminal cases being ready, the Jury was discharged to Tursday next. The Admiralty Calendar will be taken up on Mooday. [In the case of James Ferguson, Wm Fuzzlies and Thomas Lynch of the ship George Buribut, as to constra of astempt at rewelf, referred to yesterday, the Jury returned a verdict of not will.]

In Cannons -- Before Judge Barre.

A led named George H. Bogart, who had enlisted in the army, at West Point, as a misidian, was brought up, on application of his mether for discharge, on the ground of minerity, she not having assented to his enlistment. He was discharged.

SUPERIOR COURT-Refer Judge Office.

Ephraim Hyams and wife art bane Kohn.

To recover damages in two causes of To recover damages in two causes of action—for assults and battery on the person of Mrs. H. and for trespas in entering pisiontide premises, breaking furniture, and destroying property. The difficulty is said to have occurred in July, 1831. The parties, it appeared, resided in the same house, in Grand at, plaintid having the store and occupying the room back of it as a manufactory of artificial flowers and fruits; and defendant, with his faulty, occup ting a portion of the upper stort.—There were several young lacks in employment of plaintiff, who worked in the back room. It was stated that a girl who lived as a domestic with defendant, was in the habit, as she passed through the hall, of insulting the young ladies and calling them opposition passes; on the occasion now alluded to, als throw, as she was scrubbing the stairs some water on one of tham, who threw at her back a cushion, but it did not article her. Defendant then, it is said, ran down the stairs, apparently much enraged, took hold of Mrs. H., who was standing at her entry door, with two of the young ladies, pushed her heavily against the wall, entered the room, assulted as me of the young ladies, broke chairs and other articles, and destroyed the artificial flowers then in hand. Mr. H. was not home at the time. It is alieged that Mrs. H., was ill for some time afterward, and has not yet recovered from the shock her received. The damnar sorthe swall are lad at \$61,000, and for the trespass at \$5,000; plaintid aversing that he had for some hours to close his store. &c. In defense it was said the angression was on the part of the family of plaintif to servant of devendant—and he desires having such as charged. Verdict for plaintiff, \$275 for the assault and battery, and \$450 for the trespass.

COURT OF COMMON PLEAS. Before Judge Wespanie James Porteragt. Charles McCready.

To recover damages for slander, amount laid at \$6,000. It was said that defendant came to plaintiff's piace of business, in March 1801, in 16th-av, called him a thier and a robber, and said plaintiff had robbed and a windled him. In defence it was said that plaintiff had spreed to build a house for defendant in 19th-av, but afterward refused to do so unless considerable more ready money than had been at first agreed upon should be paid down; and that if the weeds thiet, we, were used, it was in reference to this, no qualification of the kind appeared to have been made at the time. Verdict for plaintiff, \$500.

To recover alleged balance of \$81, due on the sale of a saloon in the rear of White and Franklin-ste, in 1949, which is dealed. The case was tried before, and the Jury could not saree. Verdict for plaintiff, with interest, \$100.

Insate Herme sat The Etma Issuerance Company, Uter.

To recover \$2,000 insured on a stock of farassid military goods at No 194 Grand et, destroyed by fire Sept., \$51, and the loss, it was ald, \$4,200. The insurance was made of the agent in this City. In defense, it was danled that the Company gave power to insure; also that plaintiff stated, on sophing for the policy, that he had no other linearance, while in fact he had insurance at two other offices; also that the schedule of prices was not correct. To be continued. To recover damages for slander, amount

Aid OARLEY and STRETTWANT. Hugh Sherry was tried for receiving a small quantity of old iron from some boys, whom he was aware sto'e it. The Jury found him gully, and the Court sentenced him to pay a fine of \$159, and to be incarcerated in the City Prison for 3 months, and, longer, in case the fine should not be ratio.

in the City Prison for 3 months, and, longer, in case the fine should not be paid.

Charles Murphy pleaded guity to the commission of a grand larceny, and was sentenced to the State Prison for 2 years.

John Williams, impleaded with Class Thomas, who was tried and convicted for burdary, yesterday, pleaded guilty, and was sentenced to the State Prison for 2 years.

The Jury were then disharged until Monday next, and the court adjourned for the day.

BROOKLYN ITEMS. MILITARY VISIT -The Boston Arril-

MILITARY VISIT—The Boston Artillery, now on a visit to New-York, same to this Gity yesterday, and were essorted to the Navy and and other places of pubre interest, when they marched to the Ci y Hall, where they were welsomed on behalf of the clitizens and military of Brookyn, by Col. Jesse C. Smith, of the 14th Pagiment. The Company were received in the Governor's Boom. It is commanded by Capita'n Thomas H. Evans, and is attached to the 5th Regiment Massacquestra Militia. They normbeed about 36 musicia and were accommanded. and is attached to the 5th Regiment was some accompanied by Bond's Cornet Band.

FAREWELL MISSIONARY MEETING .-Rev E. C. Bridgeman, D. D., and wife, Missionaries of the A. B. C. F. M. at Canton, Chica, expecting to sail early next week for their distant field of labor, a far well master in will be held with them in the First Presbyterian Church, Brooklyn, (Rev. Dr. Cox.) on Sabbath evening the 10th inst., commencing at 2 o'cleck, Rev. George W. Wood,

SCHOOL EXAMINATION .- Public School No. 10, located on Fifteenth et. Gowanne, was examined sesterday afternion, before the City Superintendent and the Trusteent et the School. The Principal is Mr. Rusget, and the examination, which was in the usual branches, passed off creditably.

WILLIAMSBURGH ITEMS.

THROWING BRICKBATS .- Three interesting looking individuals named Dennis O'Conner, John Leary and Owen Donicsh, were brought up yesterday afternoon charged with committing a violent assault upon the keeper of a grosgery in First at named They, also breaking decanbers, furniture, Ac, an informated discharging a coptous supply of brickbara into the house and and agering the lives of the formates. They were found guilty and will receive sentence to-day.

SLUNG SHOT .- A man named Frederick Gimer was yesterday brought before Justice Bosworth on a charge of using a sizing shot upon the person of Mr. John Fox, a resident of Grandet. He was found rulty of the charge, and remanded to the cells to await sentence.

Accident .- Yesterday afternoon, Mr. Ma shall, and another gentleman, were thrown from the wagen in Lorimer st., in consequence of the axle breaking and were somewhat bruised. The borse took fright and ran away, Abooking down a little child of Mr. Manacrins injuring it so severely that its life is despaired or

INJURED.-Yesterday, a man named Edward Burns was badly injured about the bead, by a quantity of bricks falling upon him from the 4th story of a lealising, while he was at work in the cellar. He was taken to the Dispensary, where his wounds were dressed.

JERSEY CITY ITEMS.

FIREMAN'S PARADE .- There was a paode of the Fire Department of Jersey City yesterday after-son, on the occasion of Engine Company No. 5 receiving one her new machine.

Consider the Dickerson in the India Rubber Case.
Goodpar vs. Day, argued at the March Term of the U.
Crewit Court at Trenton, N. J., before India Rubber of the U.
Pickerson, by James T. Brady and Davide Webster y.
Plaintiff, and Rufus Choute and Francis E. Cutting for Defendant.

In this case the bill charges that the complainent, since the year 1848, has been, and now is, the owner and proprietor of certain new and useful improve-ments in the preparation of India-Rubber for manufacturing purposes, by which the preperties of the India-Rubber are

greatly changed and improved, and the material itself ren-dered insensible to heat and cold within certain degrees of Letters Patent, one of which was granted to the complainant upon the first discovery and invention of one Nathaniel Hayward, and purchased by the complainant, which letters bear

date Feb. 24 1809:

That in 1840 he was engaged in experimenting upon India-Rubber, and discovered that a high degree of heat, in connection with sulplus and other substances might be attended with beneficial effects. After much elificusty and many experiments, in the latter part of the year 1843 he accurated that most beneficial results might be obtained by compounding India-Rubber with sulplur and the carbonate of lad, or its oxides, or other substances having a metallic

That he applied for and obtained a Patent for that laven-

That he applied for and obtained a Patent for that lavention or discovery, dated June 15, 1944:
That by accident or mistake, and not by fraud, the improvements were not properly described or specified according to the lavention and improvements at made:
That he surrendered that patent and obtained a corrected one, dated Dec 25, 1949:
That, about the time he obtained the patent of 1844, he That, about the time he obtained the patent of 1844, he rold to one David L. Suydam the right to use said improvements in the manufacture of shirred goods for supenders, or other purposes, for the consideration of \$15,000.
That Suydam commenced the manufacture of said goods, when the defendant Day also commenced manufacturing the same goods in viola ion of the complainant's right, and so much to the follows—which surrander the complainant of the probase—which surrander the complainant accepted.

rights of the complainant as secured by said patents; by rea-tion whereof he prosecuted the said Day, and his agasts, in different places for violating the same.

That complainant was proposed to try said causes, or some of times, at the Circuit Court, United States, for the Southern District of New-York at the November Term,

1846: That shortly before that Term, the defendant Day applied That shortly before that Term, the defendant Day applied to settle those causes and proposed.— To acknowledge the validity of his patem; to say complained \$5,000 as drawning and settlement of said suit; to take a trender of the said manufacture of shifted goods, and to pay three coats a year to the complainant for every yard of shirred goods made under the sample; as d to consider all shirred goods made by him, as made under toose paramet; to stamp all such goods with complainant's name, as patented; and to keep and render require accounts of all shirred goods made by him, and not to is fringe said patents.

That complainant accepted said proposition, and agreed to discontinue his suits; and to take judgment on one of them, and enter satisfaction of the same without costs; and to accept the \$5,000, and relicquish his claim for damages on the defined dart and his agents in said suits:

That the said suits were accordingly discontinued, except one, upon which judgment was entered and satisfied as agreed upon:

That the said suits were accordingly discontinued, accept one, upon which judgment was entered and satisfied as agreed upon:

That the said suits were accordingly discontinued.

upon:
That the said sum of \$5,000 was paid by Day, and all claim for damages reliequished by complainant.
That Day acknowledged said patents to be valid, and accepted said license to make shirred goods and agreed to pay the said tanil of three cents a yard, and to abstain from all infringements of said patents, and to contine limes! to the manufacture of shirred goods and some other articles mentioned in said agreement.

manufacture of shirred goods and some other articles men-tioned in said agreement.

That Day, notwithstarding said agreement, violated the said patents, and continues to do so.

Paxven.—That defendant may render his account of the 'articles he has made of India-Rubber, or of which india-'Rubber's a component part, prepared by the use of the 'improvements, or either of them specified in said patents, 'or either of them, or made after the manner of either of read improvements specified in either of said patents, &c. 'except such articles as he is entitled to make under said agreement, &c."

to prevent him from use of the improvements for the manufacture of any articles, except those allowed by said agreement.

The defendant in his answer admits the several patents, as set out in the bull, but denies that the compositions was the original inventor of the improvements claimed by him; and also denies the validity of them of the patents. But he admits the execution of the accement mentioned in the complaie and also denies the validity of them of the patents. But he admits the execution of the accement mentioned in the complaie and so had been as a time of the covenants at length. And in this view of the case title proper to inquire whether the complaieant has made a case which earlites him to any relief, and for that purpose to examine carefully that agreement, and consider its effects: and it is proper to remark that upon this part of the case there is no serious dispute as to facts.

But the defendant, in his answer, alleges by way of pies, that the complairant had granted portions of his said patents to William Jueson, James A. Dorr, and John Haskins, and tout they should have been made parties to this suit in answer to beat, it is sufficient in this place to say, that it in not pretended that he has granted away all of his interest in said patents, and therefore, at least as to one branch of the relief prayed, is wit, the lejunction, he is smitted to see alone: and the question therefore is not, whether proper parties have come into Court, but whether the party complainant is entitled to the rilled saked, or either branch of it. The contract made by the parties consists of a variety of covenants, and the first part of it is dated the 20th of October, 1866; and recites that Charles Goodyear, the complainant, at the time of the contract, "has, owns, and controls all and every right and privilege, granted on intended to he granted to him, the said Charles Goodyear, the complainant, at the time of the contract, "has, owns, and controls all and every right and privilege, granted on his assigns had inst

rights; and they have they have between them.

Therefore it was agreed as follows. "That the said Charles Geodywar, in consideration of the sum of \$10,000 paid by Day, and of further covenants on the part of Day, hath granted, bargained, sold, assigned transferred and set wer, and doth hereby grant, bargain sell, assign, transfer and set ever to the said Horace H. Day, his executors, admissions.

and assigns: t. The exclusive right to make, use and sell shirted goods: 1st The exclusive right to traite, use and set in tred quous to use his machinery and improvements for the purpose, during the term specified in said parents; also to use the same for the manufacture of India-Rubert hose, back, became for the manufacture of the Rubert hose, and cancel, all Resers, Act, except the three abuve samed; touching or sheeting the rights conveyed to Day, and until such reparchasing and cancelling, the covenants of Day not to be binding.

3d. That Goodyear will not grant other rights to manufacture abuves along and in case of violation of this article.

binding.

3d. That Goodyear will not grant other rights to manufacture shirred goods, and in case of violation of this article, the covenants of Day not to be binding.

4th. Goodyear to presents for violations of right sold to Day, and carry suits to judament, &c.

5. That Day shall have the right to use all the improvements made, or to be made by Goodyear, to manufacture shirred goods. &c t machinery, &de.

6. That Goodyear shall immediately discontinue all suits, each paying his own costs and that he wisl and hereby does release and discharge the sald Horace H. Day, &c. from all damages, actions and causes of action for any violations or alleged violations of any of any or all of the said patent above numerated or referred to, and indentify and save harmless the said Day from any damages on account of any claim set up under said Goover. And the said H. H. Day in consideration of the premises agreed:

1st. That he would pay to Goodyear tariff of three cents and first the shirted goods to be made by bus.

2d. That he would keep accounts and books of all such goods made by bim.

3d. That he would hay the tariff quarterly from the lat Jacuary then near, 11-4.

4. That he would mark the goods with the name of Goodyear as patentee.

5 That he, Day, would not assign this right without the

4. That he would mark the goods with the name of Goodyear as patentee.

5. That he, Day, would not assign this right without the assent of William Judeon.

Thirdy: It was mutually agreed, that if any person man ufactures shirted goods, "thereby materially impairing the profits of said Day in the exclusive enjoy mont," as, or freither of and patents should be declared void by a competent Goort, "that then the tariff or assessment above provided for should cease," anything therein before contained to the contrary notwithstanding, and the settlement of the claims consequent upon the case firs above named, should be referred to arbitration, &c. But it was, nevertheless, fully understood and agreed that the surpassis no of the tariff or assessment afforeased, if arising from the cause first above provided for, should subsist only during the continuance of the injurious competition aforeasid. By an additional article on the same day, was agreed that Goodyear might, when he desired it right and proper, surrender the Patents of 189 and 1814, or either of them, and take them out anow, but such new Patent or Patents to be subject to all the foregoing covenints.

1846, it was agreed : lst. That the original articles should be construed and

ist. That the original acticles should be construed and governed by "those of Nov. 5." in all particulars wherein they differ or are inconsistes twith these, but in all other respects to remain in fail force and virtue.

At that the article requiring assent o' Wm. Judson, to enable Day to assign, be concelled.

3d. Day covenants "that while Goodyear protects him, the earl Day, in the earliester right to manufacture shirred or corrusted goods. In the earliester right to manufacture shirred for corrusted goods. In the earliester, will not manufacture any other entitles of metallig rather, or such as is compounded of frubber and sulphur, white lead or its oxide, or any such, as it is necessary to complete and finish by the aid of articleal best, or sulphur, except for experiment, 4c.

4th. Goodyear covenants that he will produce and cause to be estimed to Day, to be cancelled, the three themses, to Hutchmann & Runyon, to Ford & Co., and to Oederd on a Leston, which reassignment shell be a condition procedent to the performance of any part of this contract by said Day. Oth Day agree that the Boone granted him to use machinery patented to Goodyear be vacated, i.e. By another arreament of same date, it is provided—

1st. Hutchmann and New Jersey Runher Co. to bind them selves not to manufacture any shirred goods after a certain time to be liked.

2d. Ford & Letson to do the like.

3d. That all units upon the subject he dissentianed, each party paying his own costs, except tif desimed advisable by party paying his own costs, except tif desimed advisable by

2d. Ford & Lesson to do the fixe.

Id That all units upon the subject he dissentiated, each party paying his own costs, except (if desired adriable by the counsel of the parties). Judg nonte may be taken in the suits vs. Myer and Sevier & Knowiton, on condition that satisfaction be entered, each party paying his own costs.

4th. That a release from the Neagant Company of the right to make any articles which Day is Ricensed to make, be obtained and sesigned to Day at the time of executing these articles.

5th That the goods attached in Boston be belivered up to

the That he goods attached in Boston be belivered up to fait Phat he goods attached in Boston be belivered up to fait All newspaper articles be submitted to counsel before publication, &c.

The All remaining questions, such as the period when present manufacturers small stop making shirred goods, &c., to be submitted to arbitration, if parties cannot agree.

These several coverants were not delivered and exchanged until about the 5th day of December, 1846, when all the preliminary matters therein continuipated had been adjusted, when they were day's executed, under the hands nod scale of the respective parties, and delivered and its important to finquire as to her right, duties and obligations of the parties at that time. These several coverants are to be taken to attent time. These several coverants are to be taken to repair as one entire contract; and it is manifestly a contract partly executed and partly executory. Goodyear had exactled his part of the contract by assigning to Day all the rights contemplated in the contract is that respect.

He had withdrawn all suits against Day and his agent the contract. He had called in and cancelled all cuttered in the contract of the contract of the contract. He had called in and cancelled all cuttered in the contract without charge. On the part of the self-section, to be delivered to but without charge. On the part of Day, he had admitted that Goodyner had owned and controlled all and every right into privilege arranted, or introded to be granted, to him by the said several letters patent.

He had exablished the validity of those patents upon record by consenting that we detact should be taken and jedic

trolled all and every right ind privilege aranted, or introduced to be granted, to him by the said several letters patent.

He had established the validity of those patents upon record by consenting that a welder should be taken and oddement entered thereon for that purpose, and he had paid to Goodyear the consideration of \$5,000. What part of the contract per remained to be executed? Nothing material on the part of Goodyear, but that he should protect Day in the executes of the right granted him to manufacture allowed goods, letter of the right granted him to manufacture allowed goods, as made under Goodyear's putents.

If arther time, and after the execution and delivery of that contract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract, Goodyear had to their fully protected Day, and incontract the limit of infinite a bit linked by Goodyear for that purpose, and that without the intervention of a year for that purpose, and that without the intervention of a year for that purpose, and that without the intervention of a secure of a state time, and under those circumstances, lie would have been restrained dry intervention of the protection, which provides that the suspension of the Inture is to relieve the defendant (Tay) from the payment of the 3 cent tenth, which provides that the suspension of the harting of course the provides that the construct to be about the first with defendant (Tay) from the payment of the 3 cent tenth, which provides that the suspension of the Inture and Day, will not menufacture any other articles, &c. This article is manifesty made to few defendant (Tay) from the other

patents.

The counsel of the defendant (Doy) deny that those articles of agreement should be so construed as to prevent Day from donying the validity of the patent of Goodyear, and contend that the Gourt should not inquire into this matter of alleged estuppel, because it cannot be passed on but by the aid of a jury. In asswer to this objection it is sufficient to remark, that in this view of the case there is no disputed fast upon which a jury considered. that in this view of the even there is no disputed fact upon which a jury could not. They contend, in the next place, that the construction of

cial equity are.

By reference to the bill in this respect it appears that the complain-in has set out a line material parm of the comment and averred the execution and performance of the same; a d the defendant admits the truth of the bill in this

ments as are requisite in order to obtain specific performance.

This may be true, and the reason why the bill doce not contain such avenues to that it is not a bill for specific performance; but it is founded upon the letters patent, and the ground of relief is the infringement by the defendant of these letters; and this agreement is charged in the bill as a fact which, in a Court of Equity, should estop the defendant (Day) from denying the variety of the complainant's title; and that is the question mow to be considered. Upon this point I think there can be no reasonable doubt, either upon principle or authority. I know of no principle of equity or introduced or authority. I know of no principle of equity or introduced or authority. I know of no principle of equity or introduced a line which would justify the defendant in decaying at these sections has bed induced him to dispositions his suits; to release his claims for damages for former infringements; so call in and cancel all licenses before guarded; and to surrender the goods of the defendant which he had attached at Boston. Nor d.) know of any authority by which the Court would be justified in permitting him to make such decial.

The is not the case of a more license, but of a license con-

derial

This is not the case of a mere license, but of a license see

tents, and that he is entitled to his injunction according to prayer of his bill. And under the account, unless a good election from that branch of the cell article from that branch of the cell article from that branch of the cell article from the branch of the cell article from that branch of the cell article from that branch of the cell article from that branch of the cell article and the complishment had made certain assignments of interests in his parents to James A. Dorr, John thakilas and William Judeon, and that they should have been made parties to the bill. This level we then necessity of inquiring into the nature of these assignments. Upon inspection it appears test the agreement with Haskins is a mere license and therefore fermines in foundation for the objection. The assignment to William Judeon would appear in the first part of it to convey a present interest but in the insice part of it it is "destinated by inderestood" that Mr. Goodyers had not conveyed and did not convey to said Judeon or his representatives any right of sale or disposition of said inventions or patent rights, and that the said Wm Judeon should not for entitled to collect or enforce the payment of said interest until a decision of the Court on suction for injunction, or by verdict of a jury, which reduces the assignment to Judeon to a more covenant on the part of food war, that upon a certain event (which has not yet taken place) he (Judeon) shall have a certain to said favention, in which it is provided virtually that the said Goodyen had act conveyed, and did not convey by anything it said assignment to per window, in any right of a direct distribution, patent rights and pro certy, mentioned in said assignment contained for the entitled to the control of said inventions, patent rights and sproughts, and of conver the complainant to an office of the conversion, and that the objection which has place; in the provided to the conversion of the conversion, and that the objection has place. In the dipon to the entitled to the roll o

ant is, that the complainant has not established his right at law.

Much ingenuity has been displayed by connect upon the point. But after all that can be easid upon the subject, it is reduced to this general proposition that Courts of Equity have the right, which generally should be exercised, at the discretion of the Court; and of course the exercised at the discretion of the Court; and of course the expension of a discretion of the Court; and of course the property of adopting such course must depend upon the circumstances of each particular case. The view I take not be considered necessary to anticipate this case, is having already been settled by a vardict of a jury; and it cannot be considered necessary to anticipate what might be a proper course to be adopted in this respect, upon any future case which might arise.

The question recurry, whether Good war, the complainant.

upon any nature case who aman't arise.

The question recurs, whether Good year, the complainant, is entitled to the relief which he sabs without reference to these coverants with Day, the defendant; and the first inquiry in order, relates to the patent of 1939, issued to the complainant upon the invention of N. Hayward.

unity in order, relates to the putent of 1889, issued to the complainant upon the invention of N. Hayward. The originality of that invention of N. Hayward.

The originality of that invention is subjuir and rubber, the "one patent for the composition of subjuir and rubber, the "aime was abandoned and given up to the public by late, and "by others, with his knowledge, using and selling it before "his application for a parent."

In order to understand the bearing of the law and the evidence upon this point, it is necessary to examine and accream what Goodyear claimed as the invention of Hayward. He claims as his invention, and desiras to secure by Letters Patent, "the combining of Sulphar with Gum Elastic, and the patent was besidence of the law made pointed out (in his specification) or in any other which is "substantially the same, and which will produce a like affect." And the patent was besiden in the 24th day of February, A. D. 1839. Upon examining the testimony on this point, there appears are "little if any contrariety. Hayward was enjaged in the spring of 1836, in the manufacture of india-Rubber for "the Essie India Rubber Co. at Wohure," in the character of superintendent of the manufacture and compounding part." It appears by the ter thous of Hayward himself, as well as by the witnesses of defendant, in the manufacture of India-Rubber Goods by the aid of Solphur and other materials: and that goods were manufactured and sold to a small amount. But it does not appear by the testimony of any witness, that may good were manufactured on a sold to a small amount. But it does not appear by the testimony of any witness, that manufacture defined and in the manufacture of the flusher, lamphiack, and spirits of turpentines is a sulphur end white lead were used, and as to the proportions, he says, "I do not know any identitie proportion used at the time." and when asked what proportion were series of manufacture of some of his goods. The facts as to this point are and appear by all the evidence to be, that the compa

It is not necessary to examine particularly the law spontic subject, as the facts do not section the objection, under any view of the law. The next unbject in order of inn signification, the patent of laws, for an improvement in the manufacture of reblet, by which is preduced the artisls now technically demonstrated. Valenched Rubber. It is a fact of great importance to the public, that such an improvement has been importance to the public, that such an improvement has been importance to the public, that the complainant food-made; and it is also a fact that the complainant food-made; and it is also a fact that the complainant food-made; and it is also a fact in that find provement, which rise of the complainant, the defendant in it is first place deales that the complainant, the defendant in it is first place deales that the complainant, the defendant in it is first place deales that the complainant, the defendant in the first place deales that the carbon the carbon the time of his demist by the tectimony of witnesses, the first and most important of whom is Richard Collina, whose testion as, from its entraordinary character, requires out for consideration.

He aware that in September, 1275, at Saldmore, he made a "Bubber Compound consisting of subplur, lead, is applicable, to pention, and suspensis mixed with rubber," and that he arbon the time of subplur. 1990 to 128 for the space of twelve hours." And as to the proportion, he says: "I did not know at first hew much it would take but after I had made my composition, I found it took about the proportion of three pounds of subplur. I did not weigh the large-dente it pushed from the portion that was left; I used sondernous magnetia in consequence of using more torpentine than was necessary, not knowing how much it did require."

He left Baltimore and was in Boston from October, 1855, to March 1854; when he went to Lowell, and remains It is not necessary to examine particularly the law spos

elderable magnesia in consequence of using more terpentine. He left Balrimore and was in Boston from October, 1835, to March 1854; when he went to Lowell, and remained there until Boscomer, 1851; when he went to Boston from October, 1835, to March 1854; when he went to Boston, and continued there until March, 1835; when he went to Boston, and continued there till April, 1836; when he went to Boston, and beft there in January, 1837; and afterward went to Lawell, and ested this last. In these several places he was engaged in different India-Rubber establishments, and mad this compound which he had discovered at Baltimore, but hept it secret except to his brother and come one or two others; and he swears as follows: "I have tried no experiments, only what I tried at Baltimore in 1831. The process of have tried in several places since, and have found the older to the street and the composition was good, and there was more constant to alter the compound nor take proportions;" and further he says: "The first time I magnesia, lampblest, stating of sulpbur, dry white lead, magnesia, lampblest, in the first composition made by me at Baltimore was right, first time I ever tried to rheard of its being used. Finding the first composition made by me at Baltimore was right, first time I was the directed to explain only he saed, or directed to be used in quested to explain only he saed, or directed to be seen and whether it was to excepting anything about the question and whether it was to excepting anything about the question and whether it was to excepting anything about the question and whether it was to except the contract of the second and whether it was to except the contract of the second and whether it was to except the contract of the second and whether it was to except the contract of the second and whether it was to except the contract of the second and whether it was to except the contract of the second and whether it was to except the contract of the second and the second and the contract of the second and the se